



MISC 2004098738



JUL 26 2004 14:38 P 3

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Register of Deeds, Douglas County, NE
7/26/2004 14:38:40.21



2004098738

PERMANENT
AND
TEMPORARY CONSTRUCTION
EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this 22 day of July, 2004 between THE BACKHAUS FAMILY LIMITED PARTNERSHIP ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, hydrants, air relief piping, and pipeline signs and markers, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

The east 50.00 feet of the **Southeast Quarter, of the Southwest Quarter, of Section 36, Township 15 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska.**

This permanent easement contains 1.52 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

The west 50.00 feet of the east 100.00 feet of the **Southeast Quarter, of the Southwest Quarter, of Section 36, Township 15 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska.**

This temporary construction easement contains 1.52 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent and Temporary Construction Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or

Please file & return to:

Susan E. Prazan, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960

a 15' 8"
36-15-10
016000
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COMP

structure, except pavement or a similar covering, landscaping and fencing as long as the same do not interfere with Grantee's use and enjoyment of the rights granted hereunder, and shall not permit anyone else to do so, and, with respect to the temporary construction easement, the same prohibitions apply during the effective period of this temporary conveyance, which effective period shall commence upon the date of execution hereof and cease after completion of the project and restoration work contemplated herein.

2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. During the installation of the main, Grantee shall strip and stockpile a minimum of twelve inches of the topsoil. After the main is installed, Grantee shall replace the stockpiled topsoil on areas from which the topsoil was originally stripped.

4. The Grantee shall compensate the Grantor and/or its tenant, as their interests may appear, for all damages to growing crops and fences in the easement tract(s) if such damage is caused by the exercise of the temporary easement rights herein conveyed. The Grantor or its tenant shall provide documentation verifying any crop damages incurred which will include the number of acres involved, the then-current crop market prices and historical crop yield data.

5. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

6. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

7. The person executing this instrument represents that she has authority to execute it on behalf of the limited partnership.

IN WITNESS WHEREOF, Grantor executes this Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

THE BACKHAUS FAMILY LIMITED
PARTNERSHIP,
Grantor

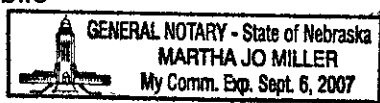
By: *Darlene M. Backhaus*
Darlene M. Backhaus, General Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 22nd, 2004, by Darlene M. Backhaus, on behalf of the limited partnership.

Martha Jo Miller
Notary Public



**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR W.C. 7789-4

LAND OWNER

DARLENE M. BACKHAUS
*Gen. Partner of the Backhaus
Family Limited Partnership*

TOTAL ACRE 1.52 ±

PERMANENT _____

TOTAL ACRE 1.52 ±

TEMPORARY _____

LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY _____ S.R.W.

DATE 12-03-94

CHECKED BY _____

DATE _____

APPROVED BY _____

DATE _____

REVISED BY KPT

DATE 11-03

REV. CHK'D. BY _____

DATE _____

REV. APPROV. BY _____

DATE _____



NO SCALE

